Prepared by and Return to:

Grantors Address:

Grantees Address:

Austin Law Firm, P.A. 6928 Cobblestone Drive, Suite 100 Southaven, MS 38672

662-890-7575 Kelly Hagan Smith MS Bar No.: 99238

File No.: 100138

4910 MRSSACHUSETTS NW SUITE 215

WASHINGTON, DC 20016

Work: 202-775-0084

Home: N/A

4910 MASSACHUSETTS AVE NW

BUITE 215

WASHINGTON, DC 20016

Work: 202-775-0087

Home: NIA

Indexing Instructions: 293.2465 acres, more or less, in the Southeast Quarter and the Southwest Quarter of Section 16, Township 2 South, Range 8 West and the Southeast Quarter of Section 17, Township 2 South, Range 8 West in DeSoto County, Mississippi.

QUITCLAIM DEED

Margaret Kay Gartrell

GRANTOR

TO

Margaret Kay Gartrell and Richard Kirschner, As Trustees of the Margaret Kay Gartrell Revocable Trust dated July 14, 2011,

GRANTEE

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other

good and valuable considerations, the receipt of all of which is hereby acknowledged, I, Margaret Kay Gartrell, do hereby sell, convey, and quitclaim unto Margaret Kay Gartrell and Richard Kirschner as Trustees of the Margaret Kay Gartrell Revocable Trust dated July 14, 2011, any and all interest she may have in the land lying and being situated in DeSoto County, Mississippi, described as follows, towit:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 16 TOWNSHIP 2 SOUTH RANGE 8 WEST OF DESOTO COUNTY, MISSISSIPPI; THENCE S 88°36'13" W ALONG THE SOUTH LINE OF SECTION 16 A DISTANCE OF 5296,78" TO A POINT IN THE INTERSECTION OF STAR LANDING ROAD AND HORN LAKE ROAD; SAID POINT BEING THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE CENTERLINE OF HORN LAKE ROAD AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°19'34" AN ARC DISTANCE OF 95.75" A CHORD BEARING OF N 00°53'46" W A DISTANCE OF 95.74" TO A POINT; THENCE N 02°33'33" W A DISTANCE OF 1283,78 TO POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 95.74" TO A POINT; THENCE N 02°33'33" W A DISTANCE OF 1283,78 TO POINT; THENCE AROUND A CURVE TO THE SIGHT THROUGH A CENTRAL ANGLE OF 92'21'49" AN ARC DISTANCE OF 309.26" TO A POINT; THENCE N 51°42'63" W A DISTANCE OF 181,15" TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°21'49" AN ARC DISTANCE OF 204,71" A CHORD BEARING OF N 47'01'58" W A DISTANCE OF 204,48" TO A POINT; THENCE N 42'21'04" W A DISTANCE OF 346,02" TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°25'03" AN ARC DISTANCE OF 586,96" A CHORD BEARING OF N 38°308'33" W A DISTANCE OF 636,67" TO A POINT; THENCE N 55°50'1" W A DISTANCE OF 90'40'21'21' WA DISTANCE OF 636,96" TO A POINT; THENCE N 60'40'21'21' WA DISTANCE OF 1084,22" TO A POINT; THENCE ECORNER FOUND AT 46,90"; THENCE N 89°30'13" E A DISTANCE OF 6363.36" TO A POINT; THENCE S 00'00'53'3" WA DISTANCE OF 745,05" TO A POINT; THENCE LEAVING THE CENTERLINE OF HORN LAKE ROAD N 89°30'57" E A DISTANCE OF 1084,22" TO A POINT; THENCE S 00'00'53'3" WA DISTANCE OF 745,05" TO A POINT; THENCE S 00'00'53'3" WA DISTANCE OF 745,05" TO A POINT; THENCE S 00'00'53'3" WA DISTANCE OF 745,05" TO A POINT; THENCE S 00'00'53'3" WA DISTANCE OF 745,05" TO A POINT; THENCE S 00'00'53'3" WA DISTANCE OF 745,05" TO A POINT; THENCE S 00'00'53'3" WA DISTANCE OF 745,05" TO A POINT; THENCE S 00'00'53'3" WA DISTANCE OF 745,05" TO A POINT; THENCE S 00'0

Lying in the SE'/4+5W'/4 of Section 16, Township 2 South, Range 8 West + the SE'/4 of Section 17, Township 2 South, Range 8 West.

Less + Except that property conveyed to Desoto County, Ma, in Book 120, Pages 136 + 534.

None of the above Property constitutes any portion of Grantor's homestead.

__day of _

WITNESS my signature this the

. 2011.

Margaret Kay Gartrell

STATE OF MISSISSIPPI:

STATE OF MARYLAND MONTBOMERY COUNTY OF DES

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, the within named, Margaret Kay Gartrell who acknowledged that she signed and delivered the above and foregoing Deed as her free and voluntary act and deed and for the purposes herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of July

Marcia 7 Strocke

Notary Public 2011.

My commission expires: April 13, 2013

CERTIFICATE OF TRUST

STATE OF MARYLAND COUNTY OF MONTGOMERY

The undersigned Trustees, being first duly sworn, on oath state:

- 1. The name of the trust is the Margaret Kay Gartrell Revocable Trust.
- 2. The date of the trust instrument is July 14, 2011.
- 3. The name and mailing address of the sole grantor is:

Margaret Kay Gartrell

5305 Duvall Drive, Bethesda, Maryland 20816

4. The name and mailing address of each trustee empowered to act under the trust instrument at the time of execution of this certificate:

Mary Kay Gartrell

5305 Duvall Drive, Bethesda, Maryland 20816

Richard Kirschner

5305 Duvall Drive, Bethesda, Maryland 20816

5. The legal descriptions of all interests in real property owned by or conveyed to the trust:

[list or attach as exhibit]

- 6. The trust is revocable and the grantor retains the right to alter, amend, revoke or terminate the Trust at any time.
- 7. The trust is governed by Maryland law.
- 8. The general powers of the trustees are as follows, in addition to those powers provided by law,
- a. <u>Investment of Property.</u> To retain, invest and reinvest all or any part of the trust in any real or personal property, including but not limited to common or preferred stocks, limited liability companies, partnerships, common trust funds, investment trusts, mutual funds, annuities, bonds, debentures, mortgages, deeds of trust, notes or other securities, index options, equity options, foreign currency options or interest rate options, investments and businesses and partial interests in property such as life estates or remainder interests. It is the Grantor's express desire and intention that the Trustees shall have full power to retain, invest and reinvest the funds as the Grantor might do, without being restricted to those forms of investment that fiduciaries are permitted by law to make, and without any requirements as to diversification of investments, and to hold securities in bearer form or registered in the name of nominee or corporate fiduciary.

- b. <u>Sale of Property</u>. To sell, assign, exchange, transfer, grant options, and convey, or otherwise dispose of, any or all of the investments and property, either real, personal, or mixed, which may be included in or may at any time become part of the trust, upon such terms and conditions as the Trustees may deem advisable, at either public or private sale, either for cash or deferred payments (that may extend beyond the term of the trust) or other consideration, as the Trustees may determine; and for the purpose of selling, assigning, exchanging, transferring, or conveying the same, to make, execute, acknowledge, and deliver any and all instruments of conveyance, deeds of trust, or assignments in such form and with such warranties and covenants as the Trustees may deem expedient and proper.
- c. <u>Leasing Property</u>. To lease or grant options to lease any or all of the real or personal property, which may be included in or at any time become part of the Grantor's estate or trust, upon such terms and conditions as the Trustees may deem advisable and any lease or leases made by the Trustees may extend beyond the term of Grantor's estate or trust and for the purpose of leasing such property, to make, execute, acknowledge, and deliver any and all instruments in such form and with such covenants and warranties as they may deem expedient and proper.
- Conduct Business. To participate in the conduct of any business and to take or delegate to others discretionary power to take any action with respect to its affairs that an individual could take as owner of a business, including but not limited to: the voting of stock (in person or by proxy) and the determination of all questions of policy. To execute partnership agreements, limited liability company operating and other agreements, shareholder and buy-sell agreements, joint venture agreements, and amendments thereto, and to participate in any incorporation, reorganization, sale, liquidation or dissolution of any business or any change in its nature. To pay all assessments, subscriptions or other sums of money as the Trustees may deem expedient for the protection of the interest of the trust as holder of any stocks, bonds, or other securities, and to exercise any options contained herein for the conversion thereof into other securities or to take advantage of any rights to subscribe for additional stocks, bonds, or other securities. To retain any interest received or held by the Trustees in any business, whether as a stockholder or security helder of a corporation, a partner, a member, a sole proprietor, or otherwise for any length of time, without limitations, solely at the risk of the trust and without liability on the part of the Trustees for any losses resulting therefrom; and to loan money or extend credit, with or without security, to such business out of the Grantor's estate or trust property; to elect or employ as directors, managers, managing members, officers, employees, or agents of such business, and compensate any persons, including the Trustees or a director, officer or agent of the Trustees; to accept as correct financial or other statements rendered by the business from time to time as to its conditions and operations except when having actual notice to the contrary; to regard the business as an entity separate from the trust with no duty to account to any court as to its operations; to deal with and act for the business in any capacity, including any banking or trust capacity and the loaning of money out of the funds of the trust, and to be compensated therefor; and to sell or liquidate such interest, or any part thereof at any time. If any business shall be unincorporated, contractual and tort liabilities arising out of such business shall be satisfied, first, out of the business and, second, out of the trust. It is intended, however, that in no event shall there be a liability of the Trustees, and that if the Trustees shall be held liable, the Trustees shall be entitled to indemnification from the business and the trust in the order named.

Being aware of the fact that the duties that the Trustees shall be requested to assume with respect to business interests may considerably enlarge and increase the usual responsibilities, duties, and work of a Trustee, it is agreed that the Trustees shall be entitled to such additional reasonable compensation as is commensurate with the time, effort, and responsibility involved in their performance of services with respect to such business. Such compensation for services rendered to the business may be paid by it from the business or from other assets, or from both, as the Trustees may determine to be advisable.

- e. <u>Borrowing and Lending</u>. To borrow money for any purpose in connection with the trust, including so called "margin" borrowing secured by marketable securities held by the trust and any other form of borrowing permitted at law, and to execute mortgages or deeds of trust and notes and to extend credit and make loans, either secured or unsecured. To mortgage or otherwise encumber trust property for the personal debts of Margaret Kay Gartrell and/or the Grantor's husband, Richard Kirschner.
- f. <u>Maintenance of Real Estate</u>. To construct, improve, repair or demolish all or any part of the real properties constituting any part of the trust.
- g. <u>Abandon Property</u>. To abandon any property, real or personal, which is not worthy of retention or maintenance.
- h. <u>Handle Claims</u>. To demand, receive, receipt for, sue for and collect any and all rights, properties and claims to which any trust established herein is or may become entitled; and to compromise, settle, arbitrate or abandon any such claims. The Trustees, however, shall not be required to take any action until indemnified.
- i. <u>Allocation Between Principal and Income</u>. To apportion between income and principal any receipts or disbursements that in the opinion of the Trustees should be so apportioned.
- j. <u>No Requirement to Consider Other Assets of Beneficiaries</u>. Except as specifically provided otherwise, in determining the amounts of property to be distributed to any beneficiary, the Trustees shall not be required to take into account such beneficiary's other assets or sources of income.
- k. <u>Distribute in Kind</u>. To distribute the properties of the trust in kind, or in cash, or partly in both, including undivided interests, pro rata or non-pro rata, even though shares be composed differently, and allocate particular assets or portions thereof to any one or more of the beneficiaries hereunder, without regard to the income tax basis of such assets.
- l. <u>Information and Reports</u>. Periodic reports for each Trust or share shall be rendered by the Trustees at least annually to the person or persons then permitted to receive distributions of income from such Trust or share (income beneficiary or beneficiaries), showing the property held in trust, the income therefrom and the disposition thereof; provided, however, that any person who has a parent or more remote lineal ancestor who is then permitted to receive distributions of income

during such period shall not be deemed an income beneficiary for the purposes of this paragraph. The records of the trust shall be open at all reasonable times to the inspection of the income beneficiary or beneficiaries. The Trustees shall not be required to file any accounting with any public official.

- m. <u>Employment of Professionals</u>. To employ clerical assistance, brokers, attorneys, accountants, investment counsel and investment managers, including the Trustees, to provide any service that is needed for the proper administration of the trust; and, to delegate to investment counsel and investment managers the discretionary authority to make purchases and sales of any investments otherwise authorized to the Trustees; without liability for the neglect, omission, misconduct, or default of any such agent provided such agent was selected and retained with reasonable care.
- n. Reliance on Information Received. To rely upon any communication, including any affidavit, certificate, letter, notice, telegram, email or paper, whether in writing, by telephone, or in electronic or digital form, believed by the Trustees to be genuine; and, upon any other evidence believed by the Trustees to be sufficient, and to be protected and saved harmless in all payments or distributions required to be made hereunder, if made in good faith and without actual notice or knowledge of the changed condition or status of any person or entity receiving payments or other distributions upon a condition.
- o. <u>Relief From Liability</u>. A Trustee shall not be liable for any depreciation or loss, through error of judgment or otherwise, of any property at any time constituting the estate or any trust created hereby or any parts thereof, but shall be liable only for his or her own acts or omissions in bad faith.
- p. <u>No Obligation To Inquire Into Authority</u>. No person dealing with the Trustees shall be obligated to inquire as to the powers of the Trustees or to see to the application of any money or property delivered to the Trustees. The receipt of any person entitled to receive property under the terms of any trust created hereby shall be a sufficient discharge and acquittance of the Trustees with respect thereto.
- q. <u>Consolidate Trusts</u>. With respect to any trust established hereunder, to commingle, hold and administer any property in one or more consolidated funds, or to invest the property in a consolidated fund in which the various investors shall have an individual interest. In the event that the Trustees of any trust created hereby shall also act as Trustees of a trust or trusts of which (1) the beneficiaries are the same persons named as beneficiaries of a trust created hereby and (2) the terms of the trust instrument or instruments of the other trust or trusts are substantially similar to the terms of a trust created hereby, then the Trustees may commingle the trust estate of such trust created hereby with the trust estate or estate of such other trust or trusts and may administer the combined properties as one trust or merge the trusts.

- r. <u>Divide Trusts</u>. With respect to any trust established hereunder, to divide such trust into two or more separate shares, and to make any election permitted hereunder with respect to such trust as to one or more of such separate shares.
- s. <u>Small Business Trust Election</u>. During any period in which any trust created hereunder holds shares of stock in an S Corporation (as defined in Section 1361 of the Code), the Trustees shall have the power, in the sole discretion of the Trustees, to make an election under Section 1361(e) of the Code to have one or more of the trusts created hereunder treated as an "electing small business trust." The Trustees shall also have the power, in the sole discretion of the Trustees, to apply to revoke any trust's election under Section 1361(e) of the Code. In addition, the Trustees may reform any trust created hereunder in such manner as may at any time be required to retain the qualified S corporation status, as set forth in Section 1361 of the Code, of any corporation, the stock of which is held hereunder, notwithstanding any other provisions of this Trust Agreement. The provisions of this paragraph shall not apply to any trust which does not hold S corporation stock, or which ceases to hold S corporation stock.
- Qualified Subchapter S Trust Election. The provisions of this paragraph shall apply t. if the Trustees, in the sole discretion of the Trustees, determine that (i) an election under Section 1361(e) of the Code is not in the best interests of any one or more of the trusts created hereunder or the beneficiaries of any such trusts, and (ii) the application of the provisions of this paragraph may be utilized to avoid termination of the federal or state S corporation election of a corporation, the stock of which is owned by one or more trusts created hereunder. During any period in which any trust created hereunder holds shares of stock in an S Corporation (as defined in Section 1361 of the Code), the Trustees shall have the power to divide each trust into two separate shares; a qualified Subchapter S share and a Non-Subchapter S share. The Non-Subchapter S share shall follow the provisions specified in this Agreement. The qualified Subchapter S share shall have only one income beneficiary, the income from such trust shall be distributed at least annually to the income beneficiary, and the principal shall be distributed only to or for the exclusive benefit of such beneficiary. In addition, the income beneficiary's income interest in the trust shall terminate on the earlier of his or her death or the termination of the trust and, upon the termination of the trust during the income beneficiary's lifetime, the Trustees shall distribute all of the assets of the trust to the income beneficiary. In all other respects such trust shall be administered as otherwise directed herein. The Trustees may meet the objectives of this paragraph by dividing one or more trusts created under this Agreement, so that one or more separate share trusts resulting from such a division can be funded with S corporation stock, subject to the guidelines set forth above. For purposes of this paragraph, during such time as the Grantor's husband is a beneficiary hereunder, the income beneficiary of this trust shall be the Grantor's husband; and thereafter, the income beneficiary of this trust shall be the beneficiary who is the most proximate lineal descendant of the Grantor. In the event there is more than one beneficiary of the same level of descent from the Grantor, the trust should be divided into equal shares for such descendants for whom each separate share trust is set aside. It is the direction of the Grantor that the income beneficiary of any such trust shall timely file Qualified Subchapter S Trust elections for each S corporation whose stock is held in trust, unless such trust is otherwise permitted to hold S corporation stock. In addition, the Trustees shall have the authority to reform any trust created hereunder in such manner as may at any time be required to

retain the qualified S corporation status, as set forth in Section 1361 of the Code, of any corporation, the stock of which is held hereunder, notwithstanding any other provisions of this Trust Agreement. The provisions of this paragraph shall not apply to any trust which does not hold S corporation stock, or which ceases to hold S corporation stock.

- u. <u>Distribution of Trust Principal if Uneconomical to Continue Trust.</u> If at any time after the death of the Grantor any trust created hereunder is determined by the Trustees to have a fair market value of Fifty Thousand Dollars (\$50,000) or less, the Trustees may terminate such Trust if it is determined by the Trustees that it is uneconomical to continue such trust. The Trustees shall distribute the trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustees shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.
- of their predecessor nor shall they be obliged to inquire into the validity or propriety of any such act or omission; any such successor fiduciary shall be entitled to accept as conclusive any accounting and statement of assets furnished to them by their predecessor, and they shall be entitled to receipt only for those assets included in such statement. The foregoing provision shall also apply as between the Trustees and the Personal Representatives of the estates of the Grantor and the Grantor's husband and the Trustee of any trust established thereunder.
- w. <u>Discharge of Legal Obligations</u>. A Trustee may not distribute income or principal to any beneficiary for the purpose of discharging the legal obligations of the Trustee.
- x. Purchase of Assets from Estates. To purchase securities or property from and also make loans to the personal representative of the estate of the Grantor or the Grantor's spouse if the personal representative is in need of cash with which to pay taxes, claims, or other indebtedness of the Grantor's estate. Such loans or disbursements may be secured or unsecured, and shall bear interest and such purchases shall be at fair market value, and the Trustees shall not be liable in any way for any loss resulting to the trust estate by reason of the exercise of this authority.
- y. <u>Tax Returns</u>. To join in or consent to income and gift tax returns filed with or by the Grantor and/or the Grantor's husband, RICHARD KIRSCHNER and to pay any part or all of the income or gift tax due upon such tax returns.
- z. <u>Selection of Jurisdiction for Administration of Trust</u>. To remove all or part of the property of any separate trust created hereunder or to change the situs of administration of any separate trust created hereunder from one jurisdiction to another jurisdiction and to elect, by an instrument filed with the records of such separate trust, that the law of such other jurisdiction shall govern the administration of the separate trust to such extent as may be appropriate, without notification to any beneficiary; provided, that the Trustees shall not make such election if it would alter any beneficial interest under such separate trust.

- aa. General Power. To do all other acts and things not inconsistent with the provisions of this instrument that they may deem necessary or desirable for the proper management of the Grantor's estate and the trusts herein created, in the same manner and to the same extent as an individual might or could do with respect to his or her own property.
- 9. Any person may rely upon this Certificate of Trust as proof of the existence of the trust, and is relieved of any obligation or duty to verify that any transaction entered into by the trustees is consistent with the terms and conditions of the trust.
- 10. This Certificate of Trust is executed as evidence of the existence of the trust, the terms and conditions of which are incorporated herein by reference. By the terms of the trust, in the event of the death, resignation or incapacity of the primary trustee(s), the successor trustee(s) shall become acting trustee(s) without further act, bond or order.

The statements contained in this Certificate of Trust are true and correct and there are no other provisions in the trust instrument, or amendments to it, that limit the powers of the trustees to sell, convey, pledge, mortgage, lease or transfer title to interests in real or personal property.

Richard Kirschner, T

STATE OF MARYLAND COUNTY OF Montgomery: SS

I hereby certify that on this 5th day of Ca Fober , 2011, before the undersigned, a Notary Public of and for the State and County aforesaid, personally appeared Margaret Kay Gartrell and Richard Kirschner, persons known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and they acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Pul

My commission expires:

april 13, 2013

U:\Files\WILLS\13846\ms certificate of trust.wpd

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Exhibit A to Certificate of Trust Legal Description

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 16 TOWNSHIP 2 SOUTH RANGE 8 WEST OF DESOTO COUNTY, MISSISSIPPI; THENCE 8 50°36°15" W ALONG THE SOUTH LINE OF SECTION 16 A DISTANCE OF 5296.78" TO A POINT IN THE INTERSECTION 0F STAR LANDING ROAD AND HORN LAKE ROAD; SAID POINT BEING THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE CENTERLINE OF HORN LAKE ROAD AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°18°34" AN ARC DISTANCE OF 95.76" A CHORD BEARING OF N 00°53°46" W A DISTANCE OF 95.74" TO A POINT; THENCE N 02°33°35" W A DISTANCE OF 12°33°45" W A DISTANCE OF 12°31°45" W A DISTANCE OF 12°31°5" W A DISTANCE OF 30°22°5" W A DISTANCE OF 30°22°5" W A DISTANCE OF 13°11°5" W A DISTANCE OF 13°11°5" A CHORD BEARING OF N 47°01°55" W A DISTANCE OF 20'4.48" TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06°23°50" AN ARC DISTANCE OF 13°11°5" W A DISTANCE OF 346.02" TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06°23°50" AN ARC DISTANCE OF 50°53°50" AN ARC DISTANCE OF 50°40.70" A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60°38°5" TO A POINT; THENCE N 30°36°13" E A DISTANCE OF 50°53°5" AND ARC DISTANCE OF 10°40.70" TO A POINT; THENCE E SOUTH TO A POINT; THENCE B 50°36°13" E A DISTANCE OF 10°40.71" THENCE LEAVING THE CENTERLINE OF HORN LAKE ROAD N 80°35°13" E A DISTANCE OF 10°40.71" THENCE LEAVING THE CENTERLINE OF HORN LAKE ROAD N 80°35°13" E A DISTANCE OF 10°40.71" THENCE LEAVING THE CENTERLINE OF HORN LAKE ROAD N 50°35°13" E A DISTANCE OF 10°40.71" THENCE LEAVING THE CENTERLINE OF HORN LAKE ROAD N 50°35°13" E A DISTANCE OF 20°41.35" TO A POINT; THENCE S 50°21'23" E A LONG THE EAST LINE OF SECTION 16 A DISTANCE OF 10°40.71" THENCE SECTION 16 A DISTANCE OF 10°40.71" THE POINT OF BEGINNING, CONTAINING 12773816.0165 SQUARE FEET OR

Lying in the SE 14+5W14 of Section 16, Township 2 South, Range 8 West + the SE14 of Section 17, Township 2 South, Range 8 West.

Less + Except that property conveyed to Desoto County, Ms. in Book 120, Pages 126 + 534.